

11 YUGEN KAISHA, Y.K.F.,
12
13 Plaintiff,
14 v.
15 STEPHANIE DODSON,
16
17 Defendant.
18

**EXHIBITS TO COMPLAINT FOR
DECLARATORY RELIEF IN
INTERVENTION BY MARTIN F.
TRIANO DBA LAW OFFICES OF
MARTIN F. TRIANO**

19	///
20	///
21	///
22	///
23	///
24	///
25	///
26	///
27	///
28	///

LAW OFFICES
TRIANO & BYRNE
25 JESSIE STREET., 16TH FLOOR
SAN FRANCISCO, CA 94105-2749
TELEPHONE (415) 371-8000
FACSIMILE: (415) 371-8001

Exhibit A

\$45,648.54

San Francisco, CA

April 17, 2002

For value received Alex Popov promises to pay Martin F. Triano dba Law Offices of Martin F. Triano the principal sum of Forty Five Thousand six hundred forty eight and 54/100 (\$45,648.54)¹, together with such additional sums which may accrue from legal services being provided by the Martin F. Triano dba Law Offices of Martin Triano. All amounts due and owing under this promissory note, together with any credit for payments, shall be reflected in a statement provided to Alex Popov on a monthly basis. The initial principal sum of \$45,648.54 shall accrue interest from May 1, 2002. Any future principal amounts, which will be reflected in the monthly statements, shall accrue interest from the date of the first statement to contain the additional principal charges. All interest on any unpaid principal amount shall accrue at the rate of 10 percent per annum. Alex Popov further agrees to make principal and interest payments in installments of \$ (as required by Martin F. Triano) per month, beginning on May 1, 2002 and continuing on the first of each month thereafter until April 30, 2003, when the entire amount of unpaid principal and interest shall become fully due and payable

This note is secured by the following:

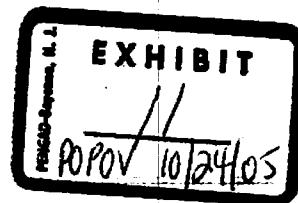
All shares held in Smart Alecs Restaurant

Such security is protected by a UCC-1 Financing Statement.

~~In consideration for this promissory note Alex Popov, shall exercise his voting privilege in the shares held in Smart Alecs to elect Martin F. Triano to the Board of Directors of Smart Alecs. Alex Popov shall keep Martin F. Triano dba Law Offices of Martin Triano apprised at all times of significant business developments, including but not limited to the status of any negotiations, contractual agreements, or an escrow regarding the possible encumbrance, hypothecation, or other transfer of any property belonging to Smart Alecs Restaurant. Beginning on or about May 10, 2002, and continuing on the 20th day of the month after the end of a quarter thereafter, Alex Popov shall deliver to Martin F. Triano dba Law Offices of Martin F. Triano, financial statements for Smart Alecs Restaurant, with regard to the previous quarter. Such financial statements shall include a balance statement, income statement and expense statement of any business operated by Alex Popov. It is expressly understood that Martin F. Triano will be relying on all information and documents provided by Alex Popov~~

Any encumbrance, hypothecation, or other transfer of the above property being offered as security without the consent of the Martin F. Triano dba Law Offices of Martin F. Triano shall constitute a default under the terms of this note. Any failure to timely provide information and documents required under this note shall constitute a default. Any failure to keep Martin F. Triano dba Law Offices of Martin F. Triano apprised of any significant business developments shall constitute a default. Any failure to make any timely payment of principal and/or interest shall constitute a default.


¹ This amount does not include work in progress between 4/1/02 and 4/17/02



In the event of a default, Martin F. Triano dba Law Offices of Martin F. Triano may pursue all available remedies, including but not limited to foreclose upon the above security under the provisions of the California Commercial Code. In the event that the Law Offices of Martin Triano needs to bring any action to enforce (including foreclosure) or interpret the provisions of this note, the prevailing party shall be entitled to attorney's fees.

This promissory note has been drafted by the Martin F. Triano dba Law Offices of Martin Triano, who has advised Alex Popov that he may seek independent legal advice regarding the terms of this note or any UCC-1 Financing Statement. By his signature below, Alex Popov acknowledges that he has had a reasonable opportunity to seek independent legal advice and is entering this promissory note freely and voluntarily.

Date: 4/17/02


Alex Popov

Guarantee of Promissory Note

Smart Alecs Restaurant, Inc. guarantees the full performance of Alex Popov under the provisions of the above note. In the event of any default of the provisions of this note, and the pursuit of any remedies under this note, Martin F. Triano dba Law Offices of Martin F. Triano may pursue his remedies against the Alex Popov and/or against the Guarantor (jointly or severally), at the sole election of Martin F. Triano dba Law Offices of Martin F. Triano. Except as otherwise provided below, Martin F. Triano dba Law Offices of Martin F. Triano shall not be required to provide any advance notice to the Guarantor prior to seeking relief under this guarantee, nor shall Martin F. Triano dba Law Offices of Martin F. Triano be required to obtain any judgment against Alex Popov prior to pursuing any remedies against the Guarantor.

~~Smart Alecs Restaurant, Inc. shall keep the Martin F. Triano dba Law Offices of Martin F. Triano apprised of any significant business developments. Beginning on or about May 10, 2002, and continuing on the 20th day of the month after the end of a quarter thereafter, Smart Alecs Restaurant, Inc. shall deliver to Martin F. Triano dba Law Offices of Martin F. Triano, financial statements for Smart Alecs Restaurant, with regard to the previous quarter. Such financial statements shall include a balance statement, income statement and expense statement of any business operated by Smart Alecs Restaurant, Inc. It is expressly understood that Martin F. Triano will be relying on all information and documents provided by Smart Alecs Restaurant.~~

Any encumbrance, hypothecation, or other transfer of the above property being offered as security without the consent of Martin F. Triano dba the Law Offices of Martin F. Triano shall constitute a default under the terms of the above note or this guarantee of such note. Any failure to timely provide information and documents required under this guarantee shall constitute a default. Any failure to keep Martin F. Triano dba Law Offices of Martin F. Triano apprised of any significant business developments shall constitute a default. Any failure by Alex Popov, as

obligor, or Smart Alecs Restaurant Inc., as guarantor, to make any timely payment of principal and/or interest shall constitute a default.

In the event of a default, Martin F. Triano dba Law Offices of Martin F. Triano may pursue all available remedies, including but not limited to foreclose upon the above security under the provisions of the California Commercial Code. In the event that the Law Offices of Martin Triano needs to bring any action to enforce (including foreclosure) or interpret the provisions of this guarantee or the above note, the prevailing party shall be entitled to attorney's fees.

This Guarantee has been drafted by the Law Offices of Martin Triano, who has advised Smart Alecs Restaurant, Inc. that it may seek independent legal advice regarding the terms of this Guarantee or any UCC-1 Financing Statement. By its signature below, Smart Alecs Restaurant, Inc. acknowledges that it has had a reasonable opportunity to seek independent legal advice and is entering this guarantee of the above promissory note freely and voluntarily.

Date: 4/17/02



Alex Popov, President of Smart Alecs Restaurant, Inc.

LAW OFFICES
TRIANO & BYRNE
25 JESSIE STREET., 16TH FLOOR
SAN FRANCISCO, CA 94105-2749
TELEPHONE (415) 371-8000
FACSIMILE: (415) 371-8001

Exhibit B

0213360005

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Martin F. Triano
Law Offices of Martin F. Triano
100 Bush Street, 25th Floor
San Francisco, CA 94104

FILED
SACRAMENTO, CA
MAY 10, 2002 AT 1700
BILL JONES
SECRETARY OF STATE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR		1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
		Popov		Alexander	Nicolaivich	
1c. MAILING ADDRESS				CITY	STATE	POSTAL CODE
2015 Laguna Street, #8				San Francisco	CA	94115
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR		2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS				CITY	STATE	POSTAL CODE
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR		3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
		Triano		Martin	Francis	
3c. MAILING ADDRESS				CITY	STATE	POSTAL CODE
100 Bush Street, 25th Floor				San Francisco	CA	94104
						COUNTRY
						US

4. This FINANCING STATEMENT covers the following collateral:

All shares in Smart Alec's Restaurant in the name of Debtor.

Smart Alec's Restaurant is located at: 2355 Telegraph Avenue, Berkeley, CA, 94704

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Martin F. Triano (415)-371-8000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Martin F. Triano
Law Offices of Martin F. Triano
25 Jessie Street, 16th Floor
San Francisco, CA 94105

07-71110373

04/20/2007 17:00



SOS

FILEDCALIFORNIA
SECRETARY OF STATE

12376678004 UCC 3 FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
02133600051b. This FINANCING STATEMENT AMENDMENT is
to be filed (for record) (or recorded) in the
REAL ESTATE RECORDS.2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ **ASSIGNMENT (All or part):** Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 9.5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☒ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

☒ **CHANGE name and/or address:** Give current record name in Item 6a or 6b; also give new name (if name change) in Item 7a or 7b and/or new address (if address change) in Item 7c. ☐ **DELETE name:** Give record name to be deleted in Item 6a or 6b. ☐ **ADD name:** Complete Item 7a or 7b, and also Item 7c; also complete Items 7d-7g (if applicable).**6. CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME

Triano

FIRST NAME

Martin

MIDDLE NAME

Francis

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

Law Offices of Martin F. Triano

OR

7b. INDIVIDUAL'S LAST NAME

Triano

FIRST NAME

Martin

MIDDLE NAME

Francis

SUFFIX

7c. MAILING ADDRESS

25 Jessie Street, 16th Floor

CITY

San Francisco

STATE

CA

POSTAL CODE

94105

COUNTRY

US

7d. TAX ID #: SSN OR EIN

ACCT. INFO RE

ORGANIZATION

DEBTOR

7e. TYPE OF ORGANIZATION**7f. JURISDICTION OF ORGANIZATION****7g. ORGANIZATIONAL ID #: if any**☐ NONE**8. AMENDMENT (COLLATERAL CHANGE):** check only one boxDescribe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME

Triano

FIRST NAME

Martin

MIDDLE NAME

Francis

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Item 1a on Amendment form)

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

Triano

FIRST NAME

Martin

MIDDLE NAME, SUFFIX

Francis

13. Use this space for additional information

12376670004

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

The debtor filed Chapter 7 Bankruptcy on September 8, 2005 and was granted a discharge on April 9, 2007. This continuation concerns the secured interest held by the Secured Party of Interest. The original filing statement lists all of the shares of stock in Smart Alec's Intelligent Foods Inc. owned by debtor Alexander Popov. In April of 2004, prior to his filing for bankruptcy, Alexander Popov sold all of his shares of stock in Smart Alec's Intelligent Foods Inc. to Stephanie Dodson. Martin F. Triano continues to hold a lien against the shares sold to Stephanie Dodson.

LAW OFFICES
TRIANO & BYRNE
25 JESSIE STREET, 16TH FLOOR
SAN FRANCISCO, CA 94103-2749
TELEPHONE (415) 371-8000
FACSIMILE: (415) 371-8001

Exhibit C

Share Purchase Agreement

THIS SHARE PURCHASE AGREEMENT (the "Agreement") made and entered into this 18th day of April, 2004 (the "Execution Date"),

BETWEEN

Alex Popov of 2015 Laguna Street #8, San Francisco, CA 94115
(the "Seller")

and

Stephanie Dodson of 5728 Owens Dr. 206 Pleasanton, CA 94588
(the "Purchaser")

BACKGROUND

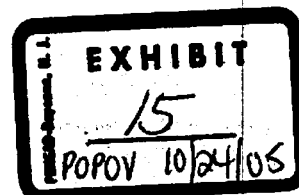
- A. The Seller is the owner of record of an aggregate of 3,744,000 common shares (the "Shares") of Smart Alec's Intelligent Food, Inc. (the "Corporation").
- B. The Seller desires to sell the Shares to the Purchaser and the Purchaser desires to purchase the Shares from the Seller.

IN CONSIDERATION OF and as a condition of the parties entering into this Agreement and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged, the parties to this Agreement agree as follows:

Purchase and Sale

- 1. The Seller agrees to sell and the Purchaser agrees to purchase all the residual rights, title, interest, and property of the Seller in the Shares for an aggregate purchase price of Twelve Thousand Five Hundred Dollars (\$12,500) (the "Purchase Price").
- 2. Payments by the Purchaser shall be as follows:
 - a. \$5,000 payable at the signing of this Agreement.
 - b. \$5,000 payable before December 31st, 2004
 - c. \$2,500 payable before March 31st, 2005

Share Purchase Agreement



Page 1/3

DD-00007

15

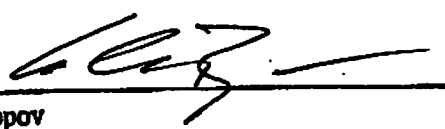
Representations and Warranties of the Seller

3. The Seller warrants and represents to the Purchaser as follows:
- a. The Shares are currently pledged as collateral for repayment of \$775,000 to the YKF Corporation.
 - b. The Purchaser is purchasing the residual value of the rights, title, and interest in the Shares after YKF is repaid a total of \$775,000 by December 31st, 2008.
 - c. The repayment of \$775,000 must occur before December 31st, 2008 or YKF may foreclose on the Shares.
 - d. Upon repayment to YKF, Purchaser shall become the rightful owner of the Shares and take immediate possession of the Shares.
 - e. Upon repayment to YKF, Purchaser shall be sole shareholder of the Corporation.
 - f. Except as provided in the incorporating documents of the Corporation or as indicated on the face of the certificates for the Shares, the Purchaser would not be prevented or restricted in any way from re-selling the Shares in the future.

Miscellaneous.

- (a) The parties agree to cooperate with each other in executing and delivering all further documents necessary to effect the purchase and sale of the Shares, and both parties agree to cooperate with the other for purposes of effecting the other terms of this Agreement.
- (b) All representations, warranties, covenants, and obligations in this Agreement will survive the Closing.
- (c) The parties agree that the terms of this Agreement, and the discussion relating to this Agreement, are and shall remain privileged and confidential as between the parties.
- (d) This Agreement contains the entire agreement of the parties hereto with respect to the purchase of the Shares and the other transactions contemplated herein, and supersedes all prior understandings and agreements of the parties with respect to the subject matters hereof.
- (e) All notices, requests, consents and other communications required or permitted hereunder shall be in writing and shall be hand delivered or mailed postage prepaid by registered or certified mail or transmitted by facsimile transmission (with immediate telephonic confirmation thereafter),

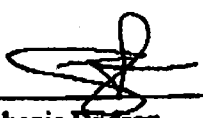
IN WITNESS WHEREOF, each of the undersigned has duly executed, or caused its authorized officer to duly execute, this Agreement as of the date first set forth above.



Alex Popov
2015 Laguna Street #8
San Francisco, CA 94115

4-18-04

Date:



Stephanie Dodson
5728 Owens Dr. 206
Pleasanton, CA 94588

4-18-04

Date:

STEPHANIE A. DODSON
 5728 OWENS DR. APT. 208
 PLEASANTON, CA 94588-4601

11-4288 4095
 1210
 0037369590
 Date 1-16-04

2920

Pay to the Order of Alex Popov \$ 5000.00

Five Thousand Dollars

WELLS FARGO
 Wells Fargo Bank, N.A.
 California
 wells Fargo.com

Memo

⑆ 12104 288 2⑆ 0037369590 01037 ⑈000050000⑈

STEPHANIE A. DODSON
 5728 OWENS DRIVE, #208
 PLEASANTON, CA 94588-4601

11-4288 4815
 1210
 5076675288
 Date 11-16-04

1037

Pay to the Order of Ampcorp Capital \$ 5,000

Five Thousand Dollars

WELLS FARGO
 Wells Fargo Bank, N.A.
 California
 wells Fargo.com

Memo

⑆ 12104 288 2⑆ 5076675288 01037 ⑈000050000⑈

STEPHANIE A. DODSON
 5728 OWENS DRIVE, #208
 PLEASANTON, CA 94588-4601

11-4288 4815
 1210
 5076675288
 Date 1-18-05

1035

Pay to the Order of Alex Popov \$ 2500

Twenty Five Hundred Dollars

WELLS FARGO
 Wells Fargo Bank, N.A.
 California
 wells Fargo.com

Memo

⑆ 12104 288 2⑆ 5076675288 01035 ⑈0000250000⑈

1 MARK D. BYRNE, ESQ., SBN 109628
2 LAW OFFICES OF TRIANO & BYRNE
3 25 Jessie Street, 16th Floor
4 San Francisco, CA 94105-2749
5 Telephone: (415) 371-8000
6 Facsimile: (415) 371-8001
7 Mailbox@trianobyrne.com

8 Attorney for Creditor Martin F. Triano

9 UNITED STATES DISTRICT

10 NORTHERN DISTRICT OF CALIFORNIA

11 SAN FRANCISCO DIVISION

12) Case No.: C-08-225-SC

13 YUGEN KAISHA, Y.K.F.

14 Plaintiff

15 vs.

16 STEPHANIE DODSON,

17 Defendant.

18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)
CERTIFICATE OF SERVICE

20 I am citizen of the United States, and a resident of the County of San Francisco; I am over
21 the age of eighteen years, and not a party to the within action. My business address is 25 Jessie
22 Street, 16th Floor, San Francisco, California 94105-2749. On August 22, 2008 I served the
23 following documents:

- 24
- 25 • **EXHIBITS TO COMPLAINT FOR DECLARATORY RELIEF IN THE**
 - 26 **INTERVENTION BY MARTIN F. TRIANO DBA LAW OFFICES OF MARTIN**
 - 27 **F. TRIANO; AND**
 - 28 • **CERTIFICATE OF SERVICE.**

On the parties listed, addressed as follows:

**JAMES S. MONROE, ESQ.
MONROE LAW GROUP
101 CALIFORNIA STREET, SUITE 2450
SAN FRANCISCO, CA 94111**

**JOEL BELWAY, ESQ.
235 MONTGOMERY STREET, SUITE 668
SAN FRANCISCO, CA 94104-2910**

XXX First Class Mail: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. postal service to **JAMES S. MONROE, ESQ.** the same day with postage thereon fully prepaid at San Francisco, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more one day after date of deposit for mailing an affidavit.

Facsimile: By transmitting a true and correct copy via facsimile electronic equipment transmission (fax) to (List names) at the fax number listed above.

Overnight: By placing the document(s) thereof into envelope(s) bearing the name(s) and address(es) of the person(s) to be served by Federal Express Delivery.

STATE: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

XXX FEDERAL: I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

I declare under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct. Executed on August 22, 2008 in San Francisco, California.

Respectfully Submitted,

Stacey Arriola
Law Offices of Triano & Byrne
25 Jessie Street, 16th Floor
San Francisco, CA 94105

Dated: August 22, 2008

/s/ Stacey Arriola

Stacey Arriola
Case Manager